

# **REQUEST FOR PROPOSALS**

**“Targeted Brownfields Assessments II”**

**LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY**



**RFP No: 5401-08-01**

**April 2, 2008**

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# REQUEST FOR PROPOSALS

## “Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality

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## **REQUEST FOR PROPOSALS**

### **“Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality**

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## **PART I. ADMINISTRATIVE INFORMATION**

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### **1.1 Request for Proposals**

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by participating in the United States Environmental Protection Agency’s (USEPA) Targeted Brownfields Assessments (TBA) program. To accomplish this mission, LDEQ requires the services of an experienced, qualified contractor to perform this work. The work may include planning and performing site assessments and development of remediation options. LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services. LDEQ anticipates that multiple contracts may be awarded.

### **1.2 Contract Term and Compensation**

The term of the contract(s) resulting from this RFP will be twenty-four (24) months, beginning approximately July 1, 2008 and ending approximately June 30, 2010. Compensation for contract services will be based on Schedules of Prices I, II and III (see RFP Section 3.2.7) to be incorporated into the contract. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

### **1.3 Proposal Preparation**

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

### **1.4 Questions and Answers**

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by April 14, 2008. Do not contact other LDEQ program personnel with questions regarding this RFP.**

Questions may be mailed to:

Aimee Leblanc  
Contracts and Grants Division  
Louisiana Department of Environmental Quality  
P. O. Box 4303  
Baton Rouge, LA 70821-4303

or submitted by e-mail to: [Aimee.Leblanc@la.gov](mailto:Aimee.Leblanc@la.gov)

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to [www.deq.louisiana.gov](http://www.deq.louisiana.gov), Contracts and Grants Division. Questions and answers that may potentially result in the disclosure of information from proposals of competing proposers will not be published.

### **1.5 Submission of Proposals**

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before May 5, 2008. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division  
Louisiana Department of Environmental Quality  
602 N. Fifth Street, Room 921-05 (9<sup>th</sup> Floor)  
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

### **1.6 Changes, Addendum, or Withdrawal of Proposals**

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet

all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

### **1.7 RFP Schedule Summary**

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process, however, LDEQ reserves the right to deviate from this schedule.

**Table 1. RFP Schedule Summary.**

<b>Event</b>	<b>Date</b>	<b>Local Time</b>
Begin Advertisement of RFP	4/2/08	
Deadline for LDEQ receipt of written questions from prospective proposers	4/14/08	4:00 p.m.
Proposal due date and time	5/5/08	3:00 p.m., CST
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 5/23/08	
Estimated initiation of the contract period	Approximately 7/1/08	

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## **PART II. GENERAL INFORMATION**

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### **2.1 “Foreign” Corporations Contracting with the State of Louisiana**

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. NOTE: The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

### **2.2 Disclosure of Ownership Affidavit**

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. NOTE: The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

### **2.3 Code of Ethics for State Employees**

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 26.)

### **2.4 Laboratory Accreditation**

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) operated or utilized by the proposer shall be accredited by the Department's Environmental Laboratory Accreditation Program (LELAP). Each such laboratory must be certified for the method/matrix/analyses necessary to perform the analytical work required in Appendix A, Scope of Services. Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) operated by or utilized by the proposer shall meet at a minimum the quality systems requirements found in LAC 33:I, Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. (See Attachment 5, Sample LDEQ Contract, Article 31).

Evidence of LELAP accreditation for any/all laboratories proposed to be used must be provided by the successful Contractor and approved by LDEQ before work begins.

## **2.5 Insurance Requirements**

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article No. 15). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insured under its policies or must furnish separate certificates for each subcontractor before work begins.

## **2.6 Proposal Costs**

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.



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## **PART III. PROPOSAL PREPARATION INSTRUCTIONS**

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### **3.1 Proposal Content**

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

### **3.2 Elements for Technical Proposal (Volume I)**

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

#### **3.2.1 Proposal Cover Sheet**

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

#### **3.2.2 Table of Contents**

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

#### **3.2.3 Scope of Services**

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

##### **(1) Project Management**

Describe the proposed approach to project management, including, at a minimum, the following information:

## (a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Section 3.2.6, Subcontractors).

## (b) Project organization

Provide a project-specific organizational chart identifying the key Contractor personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff and points of contact for LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments and multiple individuals assigned to one position and subcontractors).

## (c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

## (2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

**3.2.4 Personnel Qualifications and Experience**

LDEQ anticipates the need for the following professional Contractor personnel, education and experience requirements should include, but are not limited to:

- (1) the Project Manager should have a Bachelor's degree and a minimum of five years of professional experience in environmental site assessment;
- (2) scientists should have a Bachelor's degree in the field of their expertise and a minimum of three years experience which includes work related to site assessments, sampling procedures, analytical methodologies, and/or remediation options.

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

### **3.2.5 Company Qualifications and Experience**

**A Louisiana State Contractors License with Hazardous Material classification and a Louisiana Water Well Driller's License should be submitted with the proposal.**

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include planning and performing site assessments and development of remediation option plans. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since February, 2005). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);

- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

### **3.2.6 Subcontractors**

All subcontractors used by the Contractor for this project must be identified on Attachment 1, Proposal Cover Sheet. The proposer must provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

### **3.2.7 Price Proposal (Schedules of Prices I, II and III)**

Each proposer must submit a price proposal using LDEQ's pricing structure provided in RFP Attachment 4, Schedules of Prices I, II and III. No other format is acceptable. **Proposals not including Schedules of Prices I, II and III shall be disqualified.** Additionally, all blanks on the Schedules of Prices must be completed. For items with no charge, \$0 must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and if necessary will issue any correction as an amendment to the solicitation.

**Only** Attachment 4, Schedules of Prices I, II and III will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc., as they will not be considered.

## **3.3 Elements for Financial Information (Volume II)**

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements audited by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for each year.

If the company has been in business for less than three years, proposers may substitute the following for this requirement:

- (a) Financial Statements audited by an independent CPA for each complete year in business and an interim Financial Statement compiled by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Audit Report for the corresponding Financial Statements.

**OR**

if the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. letters from banks and other financial companies and a listing of debt including terms of any notes.

In the absence of sufficient financial information, the Department may require the proposer to obtain a Performance Bond up to the amount of the contract.

### **3.4 Proposal Format**

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

### **3.5 Use and Disclosure of Confidential Information**

Pursuant to LSA-R.S. 30:2030, LDEQ records obtained in response to this Request For Proposals (RFP) shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

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## **PART IV. PROPOSAL EVALUATION AND SELECTION**

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### **4.1 Evaluation Process**

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) Schedules of Prices I, II and III (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Louisiana Office of Contractual Review.

### **4.2 Evaluation Criteria**

All proposals will be evaluated according to the following weighted criteria:

- (1) 20% Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).
- (2) 15% Qualifications and relevant experience of the proposer's key personnel assigned to the project including subcontracted personnel as allowed (Part III, Section 3.2.4).

- (3) 15% Qualifications and relevant experience of the proposer in providing environmental site assessment services (Part III, Section 3.2.5).
- (4) 50% Price (Part III, Section 3.2.7).

#### **4.3 Price Evaluation Calculation**

To compare proposers' rates, LDEQ will calculate a total "Proposal Evaluation Price" for each proposal by:

- (a) adding all prices in Schedule of Prices I;
- (b) adding all prices in Schedule of Prices II;
- (c) adding the eleven (11) highlighted prices in Schedule of Prices II; and
- (d) adding all prices in Schedule of Prices III.

This calculation (a + b + c + d) will be used for evaluation purposes only and does not reflect anticipated work.

Each proposer's total "Proposal Evaluation Price" will be entered into the following formula:

$$50 \quad X \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} = \text{Proposal price points}$$

#### **4.4 Clarifications and Oral Presentations**

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before May 15, 2008. Presentations will be made by the selected proposers on May 19, 2008, at a time assigned by LDEQ.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

#### **4.5 Determination of Responsibility**

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them; and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

#### **4.6 Contract Award and Debriefings**

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately May 23, 2008, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Laura McDonald at (225) 219-3812, or by e-mail at [laura.mcdonald@la.gov](mailto:laura.mcdonald@la.gov)

#### **4.7 Protest of the Solicitation or Award**

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).



Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work
- (3) Experience Table
- (4) LDEQ Schedule of Prices I, II and III
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

Exhibits to this RFP:

- (A) Submittal Requirements for Analytical Data
- (B) Sample Work Order Cost Estimate Form
- (C) RECAP Metals and Cyanide

## ATTACHMENT 1. PROPOSAL COVER SHEET

**Project Title:** "Targeted Brownfields Assessments II"

**Proposer:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

**Proposer's Contact Person:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Telephone No. ( \_\_\_\_ ) \_\_\_\_ FAX No. ( \_\_\_\_ ) \_\_\_\_

**Subcontractors (add lines as necessary):**

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____
_____	_____

**I hereby certify that:**

1. This proposal will remain in effect for at least ninety (90) days from May 5, 2008.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent \_\_\_\_\_ and can commit the organization to all provisions of this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **ATTACHMENT 2 STATEMENT OF WORK**

### **“Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality**

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#### **1.0 INTRODUCTION**

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by participating in the United States Environmental Protection Agency’s (USEPA) Targeted Brownfields Assessments (TBA) program. To accomplish this mission, LDEQ requires the services of one or more experienced, qualified contractors to perform this work. The work may include planning and performing site assessments and development of remediation options. This project and site selection will be under the direction of the Environmental Technology Division (ETD).

#### **2.0 BACKGROUND INFORMATION**

A brownfield is a site, or portion thereof, that has actual or perceived contamination and an active potential for redevelopment or reuse. EPA’s Brownfields Economic Redevelopment Initiative is designed to empower States, Tribes, communities, and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. The TBA program is designed to minimize the uncertainties of contamination often associated with brownfields.

#### **3.0 REQUIREMENTS OF THE CONTRACTOR**

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, lodging, and the resources of an LDEQ accredited laboratory) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by LDEQ (Section 5.0).

##### **3.1 Commencement Conference**

Within fifteen (15) calendar days of LDEQ’s Notice to Proceed, a commencement conference shall be held between the Contractor’s key personnel and LDEQ to discuss the commencement of the project and answer any questions regarding the project. The conference will be held at LDEQ Headquarters in Baton Rouge. LDEQ will prepare an agenda for the meeting, take minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him.

##### **3.2 All Appropriate Inquiry**

The Contractor shall conduct All Appropriate Inquiries (AAI) consistent with **Innocent Landowners, Standards for Conducting All Appropriate Inquiries, Final Rule** identified in

40 CFR Part 312, November 1, 2005. The AAI shall meet the objectives and standards identified in this rule.

American Society for Testing and Materials (ASTM) Standard E 1527-05, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process may be used to comply with the AAI final rule.

All Appropriate Inquiries shall include, but are not limited to, the following tasks, to the extent necessary to achieve the objectives and performance factors:

- (1) Interviews with past and present owners, operators, and occupants;
- (2) Reviews of historical sources of information;
- (3) Searches for recorded environmental cleanup liens;
- (4) Review of Federal, State, Tribal and local government records;
- (5) Visual inspections of the facility and adjoining properties;
- (6) Specialized knowledge or experience on the part of the defendant;
- (7) The relationship of the purchase price to the value of the property, if the property were not contaminated;
- (8) Commonly known or reasonably ascertainable information about the property; and
- (9) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation.

Payment shall be made on an hourly basis in accordance with Schedule of Prices I (Attachment 4). Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

### **3.3 Phase II or RECAP Assessments**

The Contractor shall conduct Phase II or RECAP Assessments in accordance with the methods described in LDEQ's Risk Assessment/Corrective Action Program (RECAP). Phase II or RECAP Assessments may include, but are not limited to, the following tasks:

- (1) The Contractor shall perform site reconnaissance by inspecting the site, preparing site sketches, maps and photographs as directed, verifying sample locations, and conducting interviews.

Payment shall be made on an hourly basis in accordance with Schedule of Prices I. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

- (2) The Contractor shall prepare the following which may include but is not limited to:
- (a) Sampling and Analysis Plan (SAP):

- [1] title page
- [2] site history;
- [3] field activities and sampling procedures;
- [4] sample rational and locations;
- [5] parameters to be analyzed;
- [6] field documentation;
- [7] decontamination of equipment; and
- [8] disposal of investigation derived wastes (IDW).

The Contractor may be required to implement LDEQ's site-specific Sampling and Analysis Plan instead of preparing one.

- (b) Site-specific Health and Safety Plan; and
- (c) Quality Assurance Project Plan Checklist (see Section 6.0, Guidance Documents).

Payment shall be made on an hourly basis in accordance with Schedule of Prices I. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

- (3) The Contractor shall conduct field sampling activities and/or drilling/coring activities necessary to collect, preserve, label, package and deliver samples to be analyzed by an LDEQ accredited laboratory (this may include site preparation as necessary); and prepare all documents relevant to sample submission.

Payment for personnel conducting field sampling activities, including sampling, logging boreholes, oversight of coring or well installation, etc, shall be made on an hourly basis in accordance with Schedule of Prices I. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

## (a) Direct Push Coring

As directed by LDEQ, the Contractor shall use direct push coring to push samplers to the depth of interest or to the depth of refusal, whichever is less. Direct push technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil, groundwater, and/or vapor samples. The depth of sampling points typically will not exceed 30 feet. The following direct push technologies are acceptable for use under this contract: Cone Penetrometer, Hydro-Punch, Geo-Probe, Enviro-Core, Strato-Probe, or other LDEQ-approved equipment. The Contractor shall provide all necessary supplies and equipment including, but not limited to, new liners, pre-packed well screens, and well screen and casing appropriate for sampling.

The Contractor shall (as described in the SAP):

- [1] measure and record the location of each direct push core to plus or minus ( $\pm$ ) 0.1 foot ;
- [2] measure and record the surface elevation of each direct push core location to plus or minus ( $\pm$ ) 0.01 foot North American Vertical Datum (NAVD)];
- [3] prepare boring logs identifying soil types, lithology, secondary soil features and the presence of contamination;
- [4] record logs using the Unified Soil Classification System (ASTM D2487);
- [5] collect soil cores using a direct push soil sampling device with a new clean liner;
- [6] measure and record the depth at which groundwater is first encountered;
- [7] develop temporary wells;
- [8] gauge the temporary well for final water level measurement;
- [9] collect soil and/or groundwater samples per the sampling work plan; and
- [10] plug all borings with bentonite/cement grout.

When sampling activities are completed, the Contractor shall remove the equipment and plug and abandon the borehole(s) in accordance with the Louisiana Department of Transportation and Development/Louisiana Department of Environmental Quality (LDOTD/LDEQ) Handbook. The Contractor shall decontaminate his equipment following the decontamination procedures listed in the current version of EPA's SW 846, Solid Waste Manual. If the equipment used to install the sampling point generates IDW, the Contractor shall properly containerize the IDW and handle it according to the Sampling Work Plan section on IDW.

The Contractor shall also provide direct push coring equipment capable of coring in areas of limited clearance or inside buildings. The device provided must be able to be transported through an area of limited clearance no larger than seven feet high by six feet wide (e.g., a doorway), and must not require an area of more than eight feet in height for operation.

Payment for direct push coring for locations where only soil samples are required shall be made on a per foot basis. The unit rate includes all materials required for soil sampling but does not include cost for material required to place a well. (See Schedule of Prices III, Attachment 4)

Payment for direct push coring for locations which require groundwater sampling shall be made on a per foot basis. The unit rates shall include all material required for the placement of a well, including, but not limited to well screens, filter sand, and any other material required to place a well. (See Schedule of Prices III)

(b) Hollow-stem auger

The Contractor shall provide a conventional environmental drill rig (hollow-stem auger), complete with all materials and equipment, including but not limited to split spoon samplers, well screen and casing, necessary to perform soil boring/sampling and monitoring well installation and all personnel necessary for its operation and supervision.

The Contractor shall use conventional drilling methods to install soil borings and monitoring wells in accordance with the SAP. Hollow-stem auger drilling technology will be used to advance a sampling device into relatively shallow, unconsolidated geologic material for the purpose of retrieving soil cores and installing groundwater monitoring wells. The depth of soil borings and well installations typically will not exceed 30 feet. The Contractor shall install 2-inch or 4-inch wells as described in the SAP.

The Contractor shall (per the SAP):

- [1] measure and record the location of each boring location to plus or minus ( $\pm$ ) 0.1 foot;
- [2] measure and record the surface elevation of the borehole or monitoring well to plus or minus ( $\pm$ ) 0.01 foot (NAVD);
- [3] prepare boring logs identifying soil types, lithology, secondary soil features and the presence of contamination;
- [4] record logs using the Unified Soil Classification System (ASTM D2487);
- [5] collect soil cores using a split spoon sampler or Shelby tube;
- [6] measure and record the depth at which groundwater is first encountered;
- [7] install surface completion (standard or flush mount);
- [8] develop the well;
- [9] gauge the well for final water level measurement;
- [10] collect soil and/or groundwater samples per the sampling work plan; and
- [11] plug and abandon all wells.

Payment shall be made on a per foot basis. The unit rate shall include all material for the placement of a well, including, but not limited to well screens, filter sand, and any other material required to place a well. (See Schedule of Prices III.)

Payment for plugging and abandonment of wells shall be made on a per foot basis separately from the per foot cost of installation of the wells.

- (4) The Contractor shall analyze the samples collected in section 3.3 (3). The Contractor shall promptly notify LDEQ/RSD if laboratory-related problems cause a schedule delay. Additionally, he will notify the LDEQ TBA Project Manager in writing so that he or she can take corrective action as necessary. LDEQ will not pay for costs associated with laboratory errors.

Sample analysis must be performed by a laboratory provided by the Contractor in accordance with applicable state and federal regulations.

All laboratory analysis required for this contract will be performed by a LDEQ Accredited Laboratory (LAC 33:I. 4501 through 5701). Information regarding the LDEQ Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:

<http://www.deq.louisiana.gov/portal/tabid/2412/Default.aspx>

Payment shall be made in accordance with Schedule of Prices II (Attachment 4).

- (5) The Contractor shall prepare and submit to LDEQ, Phase II Assessment or RECAP Assessment reports. RECAP Assessment reports shall be prepared in accordance with the RECAP Document, specifically Appendix B. All Assessment Reports shall be submitted to LDEQ within 45 days after completion of sampling at the site (this includes laboratory analysis and reporting time). LDEQ may require revisions to the report, as necessary. The revised report must be submitted to LDEQ within seven days after LDEQ notifies the Contractor of the necessary revisions. **The assessment report must be approved by LDEQ prior to payment.**

All laboratory analyses must be accompanied by a summary report. The requirements for the summary report can be found in Section 6.0, Guidance Documents and Exhibit A, Submittal Requirements for Analytical Data. The contractor/laboratory must be able to produce a fully supported data package as requested by the LDEQ. The ability to produce the fully supported data package will be required for three (3) years from the date of analysis.

Report preparation shall be paid on an hourly basis in accordance with Schedule of Prices I.

### **3.4 Corrective Action Plan Development**

The Contractor shall prepare a Corrective Action Plan capable of providing remediation of all phases of contamination in affected media which exceed RECAP standards. The Contractor may be asked to develop remedial alternatives based on site specific information. The Corrective Action Plan shall include conceptual plans for implementation, with projections for the time required to complete remediation and the basis for the projections. Diagrams should designate the areas to be treated, the locations and types of treatment equipment to be used and an estimate of cleanup cost



options based on future uses and redevelopment plans.

Payment shall be paid on an hourly basis in accordance with Schedule of Prices I.

### **3.5 Attend Public Meetings**

The Contractor shall attend public meetings as directed by LDEQ to answer questions from the community and local officials regarding the site assessment.

Payment shall be on an hourly basis, including travel time in accordance with Schedule of Prices I. The Attendance at Public Meetings payment item shall include all activities and resources necessary for the performance of this task. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Schedule of Prices I. LDEQ does not guarantee performance of the maximum number of hours.

## **4.0 PROJECT MANAGEMENT**

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The duties and responsibilities for project management shall continue throughout the term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
  - (a) invoicing;
  - (b) changes to the contract;
  - (c) resolving disputes between the Contractor and LDEQ; and
  - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of deliverables.

### **4.1 Compliance with Laws and Regulations**

The Contractor and/or any subcontractors used by the Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all

federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work.

**The Contractor shall possess a Louisiana State Contractors License with Hazardous Material classification and a Louisiana Water Well Driller's License.**

The Contractor and/or subcontractor assigned to perform tasks related to monitoring wells shall perform all work in accordance with the "Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems" prepared by the LDOTD and LDEQ, December, 2000, and hereinafter referred to as the "LDOTD/LDEQ Handbook". This document can be accessed through LDOTD's website at: <http://www.dotd.state.la.us/intermodal/wells/handbook.pdf>.

The Contractor is responsible for the health and safety of his employees during the performance of all activities required by this contract. He shall maintain and comply with a Health and Safety Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed. The H&SP shall be made available for LDEQ review upon request.

#### **4.2 Operation of the Contract**

Specific sites have not been predetermined, therefore site locations and conditions will be described in Work Orders. The Contractor may be requested to perform additional tasks related to TBAs which are not listed in Section 3.0, Requirements of the Contractor. In order to monitor contract activities and to ensure accountability, work shall be assigned to the Contractor by LDEQ through Work Orders issued according to the following procedure:

- (1) LDEQ will issue a written Work Order to all Contractors awarded a contract, the Work Order will be signed by the LDEQ Project Manager (or his designated representative) the required tasks, deliverables, and due dates will be described. Multiple Work Orders may be in progress at the same time.
- (2) Each Contractor will review the Work Order and submit a written response to LDEQ within the number of days specified in the Work Order including:
  - (a) the name(s) of the individual(s) assigned to the Work Order (only personnel included in the Contractor's accepted proposal are eligible);
  - (b) an estimate of the level of effort necessary (i.e., the number of work hours and the total estimated cost for completion of the Work Order). Work Orders for Phase II/RECAP Assessments shall identify the tasks to be performed (1 through 5) and estimate of the level of effort within each task.

- (c) a statement that the Contractor has no conflicts with any companies (including Potentially Responsible Parties (PRPs) and their environmental consultants) named in the Work Order or a statement describing the Contractor's relationships with any companies named in the assigned project.
- (3) LDEQ will review each Contractor's response, request clarification or further information as necessary, negotiate the level of effort proposed as necessary, and determine the acceptability of any identified relationships between the Contractor and any companies named in the Work Order. Acceptance or rejection of the Contractor's response will be provided in writing.
- (4) Upon receipt of written acceptance of the cost estimate, the selected Contractor shall proceed with the tasks as assigned in the Work Order and provide all deliverables to LDEQ within the established time limits. It is the responsibility of the Contractor to plan and organize his time efficiently in order to meet LDEQ deadlines and provide a complete set of deliverables for each Work Order. Any additional work and/or costs not addressed in the Work Order shall be approved by LDEQ prior to the Contractor performing the work and/or incurring additional costs.
- (5) LDEQ will review completed Work Order deliverables, require revision as necessary, and, upon approval, send to the Contractor written acceptance of the work performed.
- (6) Upon receipt of LDEQ's written acceptance of the work, the Contractor may submit an invoice (with supporting documentation) according to the procedures defined in the contract. (Attachment 5).

#### **4.3 Reporting**

The contractor shall submit a progress report to the LDEQ Project Manager, due on the first of each month, identifying the amount of funds obligated by approved work orders, the amount invoiced on each work order to date, and the remaining balance of the contract.

#### **4.4 Deliverables**

The following deliverables, based on individual work orders, shall be prepared by the Contractor and submitted to the LDEQ Project Manager:

- (1) All Appropriate Inquiry;
- (2) Sampling Work Plan;
- (3) Phase II or RECAP Assessment Report;
- (4) Corrective Action Plan; and
- (5) Additional deliverables as required by work order specifications.

The Contractor shall provide written reports, original and three (3) copies, and three (3) copies in disc PDF format for review and approval by the LDEQ Project Manager. Any and all discrepancies or omissions shall be corrected to the satisfaction of the LDEQ Project Manager before the report is accepted as completed.

#### **4.5 Project Communication**

The Contractor shall maintain communications and coordination with LDEQ personnel, including reporting problems encountered in performing this work and notifying LDEQ of schedule delay, additional costs, and/or corrective action relating to the sampling activities. The Contractor shall attend meetings as necessary to discuss specific site requirements or problems with the LDEQ Project Manager or his representative. Meetings may be held at LDEQ Headquarters in Baton Rouge, LDEQ Regional Offices, or on-site. Interim conference calls may be required.

#### **4.6 Subcontractors**

All subcontractors used by the Contractor for this project must be identified on Attachment 1, Proposal Cover Sheet. The prime contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. LDEQ will not accept deliverables directly from subcontractors.

The prime contractor shall guarantee the quality and timeliness of work performed by his subcontractors. He is responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. It is also his responsibility to ensure that all subcontractors have the expertise necessary to perform project tasks and insurance coverage as specified in this contract.

#### **4.7 Substitution of Personnel**

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person working on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

#### **4.8 Completion of Site Activities**

The Contractor shall remove all equipment, used/uncontaminated supplies or materials, non-hazardous contractor-generated trash from the work area and hazardous and/or non-hazardous investigation derived waste following completion of activities at the site. The Contractor shall dispose of all trash, debris and investigation derived waste generated from the work accomplished at the site in accordance with applicable laws, regulations, ordinances and codes. Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

#### **4.9 Correction of Deficient Work**

If required by LDEQ, prior to payment, the Contractor shall promptly, without additional cost to LDEQ, correct any deficient work performed by him. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All costs to LDEQ for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

#### **4.10 Concurrent Site Work**

LDEQ may concurrently perform additional work at the site related to this project or LDEQ may procure the services of other contractors. The Contractor shall coordinate his work with the work of LDEQ or other contractors.

#### **4.11 Project Schedule**

The Project Schedule shall be determined by LDEQ and the Contractor.

### **5.0 LDEQ RESPONSIBILITIES**

As part of its responsibilities under the contract, LDEQ shall:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractor's work through telephone communications, meetings, and review of Progress Reports;
- (4) review, require revision as necessary, and accept deliverables; and

- (5) provide assistance in securing site access.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

## **6.0 GUIDANCE DOCUMENTS**

- (1) Quality Assurance Guidance for Conducting Brownfields Site Assessments, EPA 540-R-98-038, OSWER 9230.0-83P, PB98-963307, September, 1998;
- (2) EPA Guidance for Quality Assurance Project Plans, EPA QA/G-5, EPA/600/R-98/018, February, 1998;
- (3) Targeted Brownfields Assessments Fact Sheet, Publication Number EPA 500-F-03-015, April, 2003;
- (4) American Society for Testing and Materials (ASTM) Standard E 1527-05, Standard Practice for Environmental Site Assessments, Phase I Environmental Site Assessment Process;
- (6) ASTM Guidance Standard E 1903-97 Standard Guide for Environmental Site Assessments, Phase II Environmental Site Assessment Process;
- (7) LDEQ's Risk Assessment/Corrective Action Program;
- (8) Standard and Practices for All Appropriate Inquiries, Final Rule. 40 CFR Part 312. 70 FR 66107, November 1, 2005; and
- (9) Requirements for Analytical Data (Exhibit A).

## **7.0 MEASUREMENT AND PAYMENT**

Payment for the tasks required in this Statement of Work shall be based upon the line items listed in the contract Schedules of Prices I, II, and III (Attachment 4).

### **7.1 Commencement Conference**

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be made for the actual number of hours worked in accordance with the hourly rate provided in the Schedule of Prices I, Attachment 4. LDEQ will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

## **7.2 All Appropriate Inquiry and Corrective Action Plan Development**

Payment for All Appropriate Inquiry and Corrective Action Plan Development tasks shall be made after the Work Order Completion Approval has been issued. Payment shall be made for the actual number of hours worked in accordance with executed Work Orders and the hourly rates provided in Schedule of Prices I, Attachment 4.

## **7.3 Phase II or RECAP Assessment**

Payment for Phase II or RECAP Assessment shall be made in accordance with Schedules of Prices I, II, and/or III, as applicable, and in accordance with executed Work Orders upon completion of the assessment or as monthly progress payments as individual tasks are completed.

## **7.4 Attendance at Public Meetings**

The Contractor shall be compensated for the actual number of hours worked and actual allowable travel expenses incurred. Travel expenses shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49, which may be accessed through (<http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm>). Payment shall be made upon submission of timesheets, travel logs, and other supporting documentation.

**ATTACHMENT 3. EXPERIENCE TABLE**

**“Targeted Brownfields Assessments II”**  
(Enlarge or duplicate table as necessary)

<b>Client Name and Address</b>	<b>Contact Person and Telephone Number</b>	<b>Project Title and Contract Number</b>	<b>Dates of Project/ Dollar Amount of Contract</b>	<b>Description of Project</b>



## ATTACHMENT 4 SCHEDULE OF PRICES I

### “Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality

<b>Labor Category</b> <sup>1</sup>	<b>Hourly Rate</b> <sup>2,3</sup>
<b>Project Manager</b>	
<b>Quality Assurance Manager</b>	
<b>Scientist (Chemist, Biologist, Geologist, etc.)</b>	
<b>Technician</b>	
<b>Administrative/Clerical Support</b>	
<b>Expert Testimony</b>	
<b>Travel Time (as required by LDEQ)</b>	

<sup>1</sup> Labor category descriptions (see Table 2).

<sup>2</sup> Hourly rates include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in Schedule of Prices I.

<sup>3</sup> Each labor category’s hourly rate shall be applied to all individuals who perform the function of that category. Work performed by individuals with dual assignments shall be billed according to the hourly rate provided for the type of work performed, not the individual’s customary rate.

\* ALL BLANKS MUST BE COMPLETED

**Table 2. Labor Category Descriptions**

<b>Labor Category Title</b>	<b>Responsibilities</b>
Project Manager	Management of the project, administration of the contract, and other tasks as assigned
Quality Assurance Manager	Review of activities to ensure that all data is of sufficient quality to meet its intended use
Scientist (Chemist, Biologist, Geologist, etc.)	Identification and evaluation of analytical data and review and evaluation of QA documents and processes
Technician	Technical review of project data, technical consultation and support, including CADD
Administrative/clerical support	Invoice preparation, procurement, support of the Project Manager, and other paraprofessional and general office duties
Expert Testimony	Providing expert testimony regarding validated data at judicial hearings
Travel Time (as required and approved by LDEQ)	Travel time for any approved contractor project personnel for meetings, consultation, and/or expert testimony as required and approved by LDEQ.

## ATTACHMENT 4 SCHEDULE OF PRICES II

### “Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality

Analysis	Method	Payment Unit	Unit Rate
Closed-System Purge and Trap and Extraction for Volatile Organics in Soil and Waste Samples	SW-846 Method 5035, Volume 1B	sample	
Organochlorine Pesticides	SW-846 Method 8081A, Update III, Volume 1B	sample	
Organophosphate Pesticides	Appropriate Method	sample	
Polychlorinated Biphenyls (PCBs)	SW-846 Method 8082, Update III, Vol. 1B	sample	
Chlorinated Herbicides	SW-846 Method 8151A, Update III, Volume 1B	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/Low Resolution Mass Spectrometry	SW-846 Method 8280, Update III, Volume 1B	sample	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans by High Resolution Gas Chromatography/High Resolution Mass Spectrometry	SW-846 Method 8290, Update III, Volume 1B	sample	
Total Petroleum Hydrocarbons (TPH)	SW-846 Method 8015B, Update III, Volume 1B	sample	
Total Petroleum Hydrocarbons (TPH)-Gasoline	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
TPH-Diesel	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
TPH-Oil	SW-846 Method 8015B (modified-extraction/GC-FID)	sample	
Volatile Petroleum Hydrocarbons (VPH) and Extractable Petroleum Hydrocarbons (EPH)	Massachusetts Department of Environmental Protection issued VPH/EPH Analytical Methods 01/98 and modified with subsequent updates	sample	
TPH Criteria Working Group's Direct Analysis	TPH Criteria Working Group's Direct Analysis TPH Method	sample	
Percent Organic matter	ASTM 2974	sample	
Asbestos from Bulk Samples	EPA 600/R-93/116	sample	
<b>Laboratory must be capable of performing at least one (1) Oil and Grease method below, either a price or N/A must be entered.</b>			
Oil and Grease	SW-846 Method 9070, Volume 1C	sample	
Oil and Grease	SW-846 Method 9071A, Update II, Volume 1C8	sample	
Oil and Grease	EPA 413.1	sample	
Oil and Grease	EPA 1664	sample	
Oil and Grease	Standard Methods 5520B	sample	

Analysis	Method	Payment Unit	Unit Rate
<b>Laboratory must be capable of performing at least one (1) Total Dissolved Solids method below, either a price or N/A must be entered.</b>			
Total Dissolved Solids	Method 2540C, Standard Methods for the Examination of Water and Wastewater, 18 <sup>th</sup> Edition	sample	
Total Dissolved Solids	EPA 160.1	sample	
<b>Laboratory must be capable of performing at least one (1) ignitibility method below, either a price or N/A must be entered.</b>			
Ignitibility	SW-846 Method 1010, Volume 1C	sample	
Ignitibility	SW-846 Method 1020A, Update I, Volume 1C	sample	
Ignitibility	SW-846 Method 1030, Update III, Volume 1C	sample	
Reactivity	SW-846, Update III, Chapter 7	sample	
Corrosivity	SW-846 Method 9040B, Volume IIB	sample	
Corrosivity	SW-846 Method 9045C, Volume IIB	sample	
Corrosivity	SW-846 Method 1110, Volume 1C	sample	
Toxicity Characteristic Leaching Procedure (TCLP)	SW-846 Method 1311, Update 1, Volume 1C	sample	
Synthetic Precipitation Leaching procedure (SPLP)	SW-846 Method 1312, Update II, Volume 1C	sample	
<b>Laboratory must be capable of performing at least one (1) Chromium VI method below, either a price or N/A must be entered.</b>			
Chromium VI (hexavalent chromium)	SW-846 Method 7195, Volume 1A	sample	
Chromium VI (hexavalent chromium)	SW-846 Method 7197, Volume 1A	sample	
Chromium VI (hexavalent chromium)	SW-846 Method 7198, Volume 1A	sample	
Chromium VI (hexavalent chromium)	Method 7196A, Update II, Volume 1A	sample	
Chromium VI (hexavalent chromium)	Method 7199, Update III, Volume 1A	sample	
Chromium VI (hexavalent chromium)	EPA 218.4	sample	
Chromium VI (hexavalent chromium)	Standard Methods 3111C	sample	
Chromium VI (hexavalent chromium)	Standard Methods 3500 Cr D	sample	
Total Organic Carbon (TOC)	SW-846 Method 9060	sample	
BTEX	GC	sample	
BTEX	GCMS	sample	
Phenols	SW-846 Method 8040	sample	
Phenols	SW-846 Method 9066	sample	
Volatiles	SW-846 Method 8260B, Update III	sample	
Semi-volatiles	SW-846 Method 8270C, Update III	sample	
Polynuclear Aromatic Hydrocarbons	SW-846 Method 8310	sample	
Mercury	SW-846 Method 7470	sample	
Mercury	EPA 245.1	sample	
Mercury	EPA 245.2	sample	

Analysis	Method	Payment Unit	Unit Rate
Mercury	SM 3112B	sample	
Mercury	Method 1631	sample	
Tetra-Ethyl lead	Appropriate Method	sample	
Radium 226	EPA 903	sample	
Radium 226	EPA 903.1	sample	
Radium 228	EPA 904	sample	
Gross Alpha and Gross Beta	EPA 900	sample	
Alcohols	Appropriate Method	sample	
Percent Moisture	Appropriate Method	sample	
RECAP Metals (see Exhibit C)	SW-846 Method (see Exhibit C)	sample	
Cyanide	SW-846 Method 9012A	sample	
Aluminum	6010	sample	
Antimony	6010	sample	
Arsenic	6010	sample	
Barium	6010	sample	
Beryllium	6010	sample	
Cadmium	6010	sample	
Calcium	6010	sample	
Chromium	6010	sample	
Cobalt	6010	sample	
Copper	6010	sample	
Iron	6010	sample	
Lead	6010	sample	
Magnesium	6010	sample	
Manganese	6010	sample	
Mercury	7040/7471	sample	
Nickel	6010	sample	
Potassium	6010	sample	
Selenium	6010	sample	
Silver	6010	sample	
Sodium	6010	sample	
Thallium	6010	sample	
Vanadium	6010	sample	
Zinc	6010	sample	

<b>Analysis</b>	<b>Method</b>	<b>Payment Unit</b>	<b>Unit Rate</b>
Digestion Prep per metal run	N/A	sample	

- \* Prices for all methods must be provided except where otherwise indicated.
- \* Appropriate method is to be determined by the laboratory. An EPA approved method shall be used in all instances. If an alternative method is necessary, LDEQ will issue approval prior to the alternative method being used.
- \* The rates per sample shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage shipping and handling, taxes, etc), all indirect costs (fringes, overhead, general and administrative costs), travel and mileage (associated with pick up and delivery of samples) and profit.

## ATTACHMENT 4 SCHEDULE OF PRICES III

### “Targeted Brownfields Assessments II” Louisiana Department of Environmental Quality

Task	Payment unit	Unit rate
<b>Direct Push Coring</b>		
Direct push coring – soil sampling only	foot	\$
Direct push coring – temporary well placement	foot	\$
<b>Monitoring Wells</b>		
Installation of soil boring (soil sample only)	foot	\$
Installation of 2-inch wells	foot	\$
Installation of 4-inch wells	foot	\$
Plugging and Abandonment of 2-inch wells	foot	\$
Plugging and Abandonment of 4-inch wells	foot	\$
<b>Waste Characterization and Disposal</b>		
Transportation of nonhazardous waste	loaded mile	\$
Transportation of hazardous waste	loaded mile	\$
Disposal of nonhazardous waste <sup>1</sup>	container <sup>2</sup>	
Disposal of hazardous waste <sup>1</sup>	container <sup>2</sup>	

\* The unit rates shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel and profit.

<sup>1</sup> Unit rates for these items will be determined during the performance of the Work Order but prior to the delivery of the waste to a facility approved by LDEQ.

<sup>2</sup> Container type and size will be identified in the Contractor’s Work Order Response.

**ATTACHMENT 5. SAMPLE LDEQ CONTRACT**  
**“Targeted Brownfields Assessments II”**

The contract offered to the successful proposer will have the following form and content:

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and \_\_\_\_\_, officially domiciled at \_\_\_\_\_, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby employs and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract will be identified as **“Targeted Brownfields Assessments II”** with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ’s RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.



3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from [REDACTED] through [REDACTED]. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract period. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature.

4. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, and services to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

5. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration's Office of Contractual Review, and participation in a post-award conference to be scheduled by LDEQ at its offices.

6. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of [REDACTED]. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in Schedules of Prices I, II and III. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, and LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding

effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Office of Contractual Review, and shall be contingent upon funding by the United States Environmental Protection Agency and the Louisiana State Legislature. Any additional or out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved amendment shall not entitle the Contractor to payment or an increase in the maximum contract price.

7. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

8. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goal of this contract is to provide consulting services pertaining to planning and performing site assessments and development of remediation options. The objectives to be achieved through this contract in order to attain this goal include:
  - (1) All Appropriate Inquiries;
  - (2) Phase II or RECAP Assessments; and
  - (3) Corrective Action Plan development.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
  - (1) designating LDEQ staff to act as the Project and Contract Managers;
  - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
  - (3) ensuring that the deliverables are submitted within the time frame set forth in the contract;

- (4) reviewing, requiring correction as necessary, and approving all deliverables; and
  - (5) requiring copies of the Contractor's site-specific Health and Safety Plan, Quality Assurance Project Plan and completed Work Orders.
- c. LDEQ will monitor the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables.

9. INVOICING AND PAYMENT

a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices I, II and III for the actual work and/or hours accepted as completed by LDEQ. The rates included in the contract Schedule of Prices I, II and III shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The rate for each line item in the Schedule of Prices II and III shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and mileage, and profit.

Travel expenses and mileage to sites, meetings and consultation as required by LDEQ shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time to sites, meetings and consultation shall be reimbursed in accordance with the hourly rate as provided in Schedule of Prices I.

No payment shall be owed or made for analytical work or data generated by a commercial laboratory, as defined in LAC 33:I.4503, that is not accredited by the Department's Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory, as defined in LAC 33:I.4503, that does not meet at a minimum the quality systems requirements found in LAC 33:I. Chapter 53 and in Chapter 5 of the 2003 NELAC Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the DEQ project manager and that meets the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

b. Payment procedure:

Invoices shall be submitted within fourteen (14) calendar days of the last day of the preceding month.

Payment for All Appropriate Inquiries and Corrective Action Plans shall be made after the Work Order Completion Approval has been issued. Payment shall be made for the actual number of hours worked in accordance with executed Work Orders and the hourly rates provided in Schedule of Prices I, Attachment 4.

Payment for Phase II or RECAP Assessments shall be made in accordance with Schedules of Prices I, II and/or III, as applicable, and in accordance with executed Work Orders upon completion of the assessment or as monthly progress payments as individual tasks are completed.

Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested;
- (5) the balance remaining in the contract; and
- (6) supporting documentation for travel expenses (mileage reports and receipts).

The invoice shall be signed by the Contractor's Project Manager. One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

The Contractor shall submit supporting documentation (timesheets, mileage reports and receipts), as well as, Exhibit B, Work Order Cost Estimate Form with each invoice.

10. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in RFP Attachment 2, Statement of Work, Section 4.4, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

11. SUBCONTRACTORS

The prime contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. The prime contractor shall guarantee the quality and timeliness of work performed by his subcontractors. He is responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. It is his responsibility to ensure that all subcontractors have the expertise necessary to perform project tasks and insurance coverage as specified in this contract.

To ensure efficiency and continuity, the prime contractor's subcontractors shall remain assigned to the contract until its completion. If, during the course of the contract, the prime contractor finds that he cannot provide the subcontracted personnel listed in his accepted proposal, the prime contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution; and
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and/or experience to the subcontractor being replaced.

LDEQ reserves the right to require the replacement of any subcontractor working on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

12. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

13. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all source code developed, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

15. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

16. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

## a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form

number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**

- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 93. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- (3) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.
- (4) Contractor's Professional Liability (errors and omissions coverage with minimum limits of \$1,000,000).
- (5) Pollution Liability insurance as required by LDEQ.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.
- (4) Contractor's Professional Liability (errors and omissions coverage): minimum limits of \$1,000,000.
- (5) Pollution Liability \$1,000,000.00.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
- (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
- (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LDEQ.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. Verification of Coverage



The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Laura McDonald  
Contracts and Grants Division  
Louisiana Department of Environmental Quality  
P.O. Box 4303  
Baton Rouge, LA 70821-4303

17. INDEMNIFICATION AGREEMENT

The Contractor shall complete and return to LDEQ a signed Indemnification Agreement (Attachment 6), along with the insurance certificates required in Contract Article 15, Contractor's Insurance.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

19. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

20. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

21. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all

applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, including but not limited to 40 CFR Part 31, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. RP-976540-01 is being used by the Department to partially fund this contract. Continuation of this agreement after September 30, 2008, is contingent upon grant extension approval.

22. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number                     .

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers,

accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

26. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Contractor further agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

27. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

28. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

29. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contractor agrees to ensure that minority/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that minority/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.
2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.
3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.
4. Encourage use of the services of the U. S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBE's.
5. Require that each party to a subcontract takes the affirmative steps outlined here.
6. Include in bid documents for subcontractors the negotiated "fair share" percentages:
  - MBE: Construction 11%; Supplies 5.5%; Services 13%; Equipment 3.4%
  - WBE: Construction 8.8%; Supplies 16%; Services 13%; Equipment 10%

30. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

31. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this contract, less payments of compensation previously made.

32. LABORATORY ACCREDITATION:

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the project manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract.

33. FORCE MAJEURE

The Contractor or LDEQ shall be exempt from performance under the contract for any period that the Contractor or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or LDEQ has prudently and promptly acted to make any and all corrective steps that the Contractor or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

34. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Louisiana Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESS:**

**DEPARTMENT OF ENVIRONMENTAL QUALITY:**

\_\_\_\_\_

\_\_\_\_\_  
Vince Sagnibene  
Undersecretary

\_\_\_\_\_

\_\_\_\_\_  
Louis E. Buatt, LL.M., Assistant Secretary  
Office of Environmental Assessment

**WITNESS:**

**CONTRACTOR**

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**ATTACHMENT 6**  
**INDEMNIFICATION AGREEMENT**

\_\_\_\_\_ agrees to protect, defend, indemnify, save, and hold  
 (Contractor)  
 harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its  
 officers, agents, servants and employees, including volunteers, from and against any and all  
 claims, demands, expense and liability arising out of injury or death to any person or the damage,  
 loss or destruction of any property which may occur or in any way grow out of any act or  
 omission of \_\_\_\_\_, its agents, servants, and employees, or any and all  
 (Contractor)  
 costs, expense and/or attorney fees incurred by \_\_\_\_\_ as a result of  
 (Contractor)  
 any claim, demands, and/or causes of action except those claims, demands, and/or  
 causes of action arising out of the negligence of the State of Louisiana, all State Departments,  
 Agencies, Boards and Commissions, its agents, representatives, and/or employees.

\_\_\_\_\_ agrees to investigate, handle, respond to, provide defense for,  
 (Contractor)  
 and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs  
 and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: \_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

Date accepted \_\_\_\_\_

Is the Certificate of Insurance attached? \_\_\_\_ Yes \_\_\_\_ No

Contract No. \_\_\_\_\_ for Louisiana Department of Environmental Quality, Office of  
Environmental Assessment

Purpose of Contract: provide consulting services pertaining to planning and performing site assessments  
and development of remediation options.



## **Exhibit A**

### **Submittal Requirements for Analytical Data**

The laboratory must be capable of producing two types of data deliverables to meet the requirements of this scope of service – a fully-supported data package and a summary report.

#### **1. SUMMARY REPORT**

##### **I. General Requirements**

###### **A. Data Deliverable Quality**

The paper data deliverable package shall be bound and paginated with reproduction quality such that all pages are legible. The electronic diskette deliverable shall be free of errors.

###### **B. Conformance/Non-Conformance Summary**

A non-conformance summary shall be completed and signed by the laboratory. This summary must state that the laboratory has reviewed the quality assurance/quality control measures and identifies any deviations from the accepted practices or results. Problems observed during the analysis of each sample and analytical fraction must be discussed. Method or laboratory qualifiers applied to the results denoting quality control deficiencies shall be defined including the potential impact to the reported results.

##### **II. GC/MS Requirements**

###### **A. Analytical Results Summary (i.e., CLP Form I and Form I-TIC or equivalent)**

An analytical results summary form shall be submitted for each sample and for each GC/MS analytical fraction (i.e., volatiles and semivolatiles). Each form shall contain the following information: field and laboratory identifications, date sample received, date sample extracted (if applicable), extraction/prep method, SDG number, sample matrix, date sampled and analyzed, sample weight/volume, sample moisture content (if applicable), dilution factor, GC column used, list of analytes, concentration units, method detection limit, practical quantitation level, detected analyte concentrations, and laboratory qualifiers. (Practical quantitation level is defined as the Quantitation Limits. Quantitation Limits is the levels, concentrations, or quantities of a target variable (e.g. target analyte) that can be reported at a specified degree of confidence.)

In addition, a separate form for tentatively identified compounds (TICs) shall be submitted for each sample and for each GC/MS analytical fraction. Each TIC shall be identified by compound name or class (if it can be determined) and CAS number, where applicable, along with its retention time and estimated concentration.

B. Surrogate Compound Recovery Results Summary (i.e., CLP Form II or equivalent)

A summary form shall be submitted which contains the following information for all field samples, method blanks, and QC samples for each GC/MS analytical fraction: sample identification number, sample matrix, surrogate compound names, concentration of surrogate compounds used, surrogate compound recoveries, and QC limits for each surrogate compound.

C. Matrix Spike/Matrix Spike Duplicate Results Summary (i.e., CLP Forms I and III or equivalent)

An analytical result form shall be submitted for all matrix spike/matrix spike duplicate samples for all analytical fractions. Each form shall contain the information listed for the target compounds as provided in the Analytical Results Summary.

A summary form shall be submitted for each sample matrix and each GC/MS analytical fraction which contains the following information: sample identification number for the sample selected for spiking, list of spiked compounds, concentration of each spiked compound, original sample (unspiked sample) concentrations, matrix spike concentrations, matrix spike percent recovery, matrix spike duplicate concentrations, matrix spike duplicate percent recovery, relative percent difference, and QC limits for percent recovery and relative percent difference.

D. Method Blank Results Summary (i.e., CLP Forms I and IV or equivalent)

An analytical results form shall be submitted for all laboratory method blanks associated with the field and quality control samples for all analytical fractions. Each form shall contain the information listed for the target compounds as provided in the Analytical Results Summary.

In addition, a separate form shall be submitted which contains the identification of the Method Blank, the information listed for the Analytical Results Summary, and a listing of all field and QC samples associated with each method blank.

### **III. GC Requirements**

A. Analytical Results Summary (i.e., CLP Form I-Pest or equivalent)

An analytical results summary form shall be submitted for each sample. Each form shall contain the following information: field and laboratory sample identifications, sample matrix, SDG number, date sample received, date sample extracted, extraction/prep method, date sample analyzed, sample weight/volume, sample moisture content (if applicable), dilution factor, GC columns used, list of analytes, concentration units, method detection limit, practical quantitation level, detected analyte concentrations, and laboratory qualifiers.

B. Surrogate Compound Recovery Results Summary (i.e., CLP Form II-Pest or equivalent)

A summary form shall be submitted which contains the following information for all field samples, method blanks, and QC samples: sample identification number, sample matrix, surrogate compound names, concentration of surrogate compounds used, surrogate compound recoveries, and QC limits for each surrogate compound.

C. Matrix Spike/Matrix Spike Duplicate Results Summary (i.e., CLP Forms I- and III-Pest or equivalent)

An analytical results form shall be submitted for all matrix spike/matrix spike duplicate samples for all analytical fractions. Each form shall contain the information listed for the target compounds as provided in the Analytical Results Summary.

A summary form shall be submitted for each sample matrix and each GC/MS analytical fraction which contains the following information: sample identification number for the sample selected for spiking, list of spiked compounds, concentration of each spiked compound, original sample (unspiked sample) concentrations, matrix spike concentrations, matrix spike percent recovery, matrix spike duplicate concentrations, matrix spike duplicate percent recovery, relative percent difference, and QC limits for percent recovery and relative percent difference.

D. Method Blank Results Summary (i.e., CLP Forms I and IV-Pest or equivalent)

An analytical results form shall be submitted for all method blanks associated with all field samples. Each form shall contain the information listed for the target compounds as provided in the Analytical Results Summary.

In addition, a separate form shall be submitted which contains the identification of the Method Blank, the information listed for the Analytical Results Summary, and a listing of all field and QC samples associated with each method blank.

**IV. Metals Requirements**

A. Analytical Results Summary (i.e., CLP Form I-IN or equivalent)

An analytical results form shall be submitted for each sample. Each form shall contain the following information: field and laboratory sample identifications, SDG number, sample matrix, date sample received, sample solids content (if applicable), list of target analytes, concentration units, detected analyte concentrations, method detection limits, and laboratory qualifiers as appropriate.

B. Calibration Summary (i.e., CLP Forms II Part 1 and Part 2-IN or equivalent)

A calibration summary form shall be submitted for all initial calibration standards and

continuing calibration verification standards associated with field samples, blanks, and QC samples. Each form shall contain the following information: list of all target analytes, the true concentration for the initial and continuing calibration verification standards, the reported (or found) concentrations for the initial and continuing calibration verification standards, and the percent recovery for each initial and continuing calibration verification standard.

A summary form shall be submitted for each check standard, including the following information: the identification of the AA standard, the identification of the ICP standard, a list of the target analytes included in the standards, the true value of each analyte in the initial check standard, the reported (or found) concentration for each analyte in the initial check standard, the percent recovery of each analyte in the initial check standard, the reported (or found) concentration of the final check standard, and the percent recovery and quality control limits for each analyte in the final check standard.

C. Blank Results Summary (i.e., CLP Form III-IN or equivalent)

A blank results form shall be submitted for all instrument calibration blanks and preparation blanks associated with all field and QC samples. Each form shall contain the following information: list of all target analytes, matrix of the preparation blank, concentration units of the preparation blank, reported concentration of all target analytes found in all calibration and preparation blanks, and method detection limits.

D. Instrument Detection Limits (i.e., CLP Form X-IN or equivalent)

For each instrument used, a summary form shall be submitted that provides the following information: the instrument identification, the date the instrument detection limit(s) was established, the wavelength (nm), the CRDL (ug/L), the instrument detection limit (ug/L), and the analytical technique employed (i.e., AA, CV, or ICP).

E. Inter-element Correction Factors (i.e., CLP Form XI-IN or equivalent)

A summary form shall be submitted including the following information: the instrument identification, the date the interelement correction factors were established, a list of target analytes, the wavelength (nm), the analytes to which interelement correction factors were applied, and the correction factors (ug/L) for the affected analytes.

F. Linear Ranges (i.e., CLP Form XII-IN or equivalent)

A summary form shall be submitted including the following information: the instrument identification, the date the linear ranges were established, a list of target analytes, and the concentration (ug/L) for each analyte determined by ICP.

G. Preparation Log (i.e., CLP Form XIII-IN or equivalent)

A summary form shall be submitted including the following information: the SDG

number, the analytical method, the field sample identification or laboratory identification of non-field samples, the date of sample preparation, the weight of the sample used (grams), and the final volume (mL).

H. Analysis Run Log (i.e., CLP Form XIV-IN or equivalent)

A summary form shall be submitted including the following information: the instrument identification, the SDG number, the analytical method, the analysis start date, the field sample identification or laboratory identification of non-field samples, the dilution factor, the time of analysis, a list of all target analytes, and an indication of which analytes were determined in the specified analysis.

**V. Conventional Chemistry Requirements**

A. Analytical Results Summary

An analytical results form shall be submitted for each sample. Each form shall contain the following information: field sample identification, SDG number, sample matrix, date sample received, date(s) of sample analysis, sample solids content (if applicable), dilution factor (if any), list of target analytes, concentration units, detected analyte concentrations, method detection limits, and laboratory qualifiers.

B. Blank Results Summary

A blank results form shall be submitted for all method blanks associated with all field and QC samples. Each form shall contain the following information: list of all target analytes, matrix of the method blank, concentration units of the method blank, reported concentration of all target analytes found in all method blanks, and method detection limits.

C. Spike Sample Results Summary

A summary of the spike sample analysis shall be submitted. The following information shall be reported: ID number of the sample chosen for spiking, sample matrix, the concentration of each spiked target analyte, the results for the unspiked sample analysis, the results for the spiked sample analysis, the percent recovery for each spiked analyte, and the QC limit for percent recovery for each spiked analyte.

D. Duplicate Sample Results Summary

A summary of the duplicate sample analysis shall be submitted. The following information shall be reported: ID number of the original sample and the duplicate sample, sample matrix, results for the original sample analysis, results of the duplicate sample analysis, the relative percent difference of each target analyte between the original and duplicate sample analyses, and the QC limit for relative percent difference for each target analyte.

## **VI. Petroleum Hydrocarbon Requirements**

### **A. Analytical Results Summary**

An analytical results summary form shall be submitted for each sample. Each form shall contain the following information: the field and laboratory sample identifications, the SDG number, date sample received, date sample extracted, date sample analyzed, sample weight/volume, sample moisture content (if applicable), dilution factor, identity of GC instrument used, the volume of extract injected, GC column used, concentration units used, list of analytes, method detection limit, practical quantitation level, detected analyte concentrations, and laboratory qualifiers.

### **B. Method Blank Results Summary**

An analytical results form shall be submitted for all method blanks. Each form shall contain the information listed for the target compounds as provided in the Analytical Results Summary.

In addition, a separate form shall be submitted which contains the identification of the Method Blank, the information listed for the Analytical Results Summary, and a listing of all field and QC samples associated with each method blank.

### **C. Surrogate Compound Recovery Results Summary**

If required by the analytical method, a summary form shall be submitted containing the following information for all field samples, method blanks, and QC samples: field sample identification, sample matrix, surrogate compound names, concentration of surrogate compounds used, surrogate compound recoveries, and QC limits for each surrogate compound.

### **D. Matrix Spike Results Summary**

If required by the analytical method, a summary form shall be submitted for each sample matrix which contains the following information: field sample identification for the sample selected for spiking, sample matrix, identification and concentration of each spiked analyte/petroleum product, original sample (unspiked sample) concentrations, matrix spike concentrations, matrix spike percent recovery, and QC limits for percent recovery for each spiked analyte/petroleum product.

### **E. Duplicate Sample Results Summary**

A summary of the duplicate sample results shall be submitted which contains the following information: field ID of the original sample and the duplicate sample, sample matrix, results of the original sample analysis, results of the duplicate sample analysis, the relative percent difference calculated from the original and duplicate sample results, and the QC limit for relative percent difference (when applicable).

## **2. FULLY-SUPPORTED DATA PACKAGE**

### **I. General Requirements**

#### **A. Data Deliverable Quality**

Each fully-supported data package shall contain information required for a summary report (section 4.1 above) and shall meet all specifications required for deliverables as described in the appropriate CLP SOW. When the parameter reported is not addressed in a CLP SOW, data deliverables must completely document the analysis (i.e., recreate the analysis on paper). In addition, all fully-supported data packages shall include copies of the laboratory internal chain-of-custody records.

When TCLP extractions are required, copies of the extraction logs shall be included in the fully-supported data package and shall include the type of bottles used, the pH measurements, the type of extraction fluid, the weight of extraction fluid, the sample weights, and all data associated with the TCLP blank.

#### **B. Narrative**

The report shall begin with a narrative that includes the laboratory certification number (if applicable), the date of report preparation, a cross-reference between the LDEQ sample identifications and the laboratory identifications, any and all method modifications, discussion of justification for higher than method-specified detection limits, and, if detected, the identification of the alkane TICs from the volatiles and semivolatiles analyses. The narrative shall discuss SDG's and the meaning of the SDG's in easy-to-understand language. The report must define any data qualifiers contained in the analytical results.

#### **C. Chain-of-Custody Record**

A completed copy of each chain-of-custody record shall be submitted. The chain-of-custody record must serve as documentation of the secure and appropriate handling of samples from the site to the laboratory. This document must legibly indicate the sample collector, all field identifications, the date and time of each sample collection, the analytical request, an indication of the appropriate chemical (where applicable) and physical preservation(s), documentation of all changes of custody (including names and affiliations of persons involved, date and time of exchange, and, if applicable, an overnight courier airbill number), the temperature of the sample cooler on receipt at the laboratory, a notation regarding the custody seal (i.e., intact, broken, not used), the condition of the samples on receipt at the laboratory (i.e., intact, breakage), and any general comments deemed necessary by anyone handling the samples.

#### **D. Methodology Review**

The methodology review must list the method numbers (including revision) for all

analytical procedures (i.e., extraction, digestion, cleanup, and analytical finish), with a detailed discussion of any and all modifications.

E. Laboratory Chronicle

The laboratory chronicle shall detail actual sample holding times and specify the sample condition upon receipt at the laboratory (including sample temperature and pH when pH adjustment is required). Holding time begins at the time of sample collection.

**II. GC/MS Requirements**

The full laboratory data deliverables required for USEPA/CLP analyses are listed in the version of the Statement of Work in effect as of the date of sample analysis by the laboratory. Additionally, the following information is required: extraction logs, unabbreviated quantitation reports, mass spectral negative proofs are required when applicable, copies of instrument run logs, percent moisture logs (when applicable), and weigh logs.

A. Chromatograms

The total ion chromatograms for all field samples, MS/MSDs, LCSs, and methods blanks shall be provided. All peaks on the chromatograms shall be identified as an internal standard, surrogate compound, target compound, or non-target compound. All peaks on a chromatogram shall also be associated with retention times, either directly on the chromatogram or identified and cross-referenced in tabular form.

B. Instrument Performance Check (Tuning) Results Summary (i.e., CLP Form V or equivalent)

Instrument performance check (tuning) results for each 12-hour period (all initial and continuing calibrations) that are associated with all samples and standards shall be submitted for each GC/MS analytical fraction. Each form shall contain the following information: laboratory file ID, instrument ID, injection date and time, the m/e (mass to ion charge) listing for the key ions, the reported ion relative abundance, the ion abundance criteria and a listing of all standards, blanks, QC samples and field samples (including date and time of analysis) associated with the tune.

C. Calibration Summary (i.e., CLP Forms VI and VII or equivalent)

A summary of all initial and continuing calibrations that are associated with all samples and blanks shall be submitted for each GC/MS analytical fraction.

The following information shall be provided for each initial calibration: instrument ID, calibration date and time, listing of standard concentrations used, laboratory file ID for each calibration standard, indication of purge type (heated or ambient, where applicable),



retention times for each target analyte and surrogate compound, the RF for each target and surrogate compound, the average RRF for each target analyte and surrogate compound, and percent relative standard deviation for each target and surrogate compound.

The following information shall be provided for each continuing calibration: instrument ID, calibration date and time, date and time of the associated initial calibration, the standard concentration used, the laboratory file ID for the calibration standard, the average RRF for each target analyte and surrogate compound from the associated initial calibration, the RRF for each target analyte and surrogate compound from the continuing calibration, and the percent difference for each target analyte and surrogate compound.

D. Internal Standard Summary (i.e., CLP Form VIII or equivalent)

A summary form shall be submitted which contains the following information for all standards, field samples, method blanks, and QC samples for each analytical fraction: sample ID number, ID of laboratory calibration standard, internal standard compound names, retention times of each internal standard, area of each internal standard, and QC criteria for internal standard areas and retention times.

E. Laboratory Control Sample Results Summary (i.e., Inorganic CLP Form VII or equivalent)

When specified by the analytical method or performed by the laboratory as additional quality control, the results of the laboratory control (quality control) sample shall be submitted. The following information shall be reported: control sample matrix, list of all target analytes, the true concentrations for each analyte in the control sample, the reported concentration for each target analyte in the control sample, the percent recovery for each target analyte, and the QC limit for percent recovery for each target analyte.

F. Standards Summary (i.e., CLP Forms VI Pest-1, -2 and -3 or equivalent)

A summary form containing GC standards information of all associated samples shall be submitted for both primary and confirmation analyses. This summary shall contain the following information: instrument ID, GC column used and notation if primary or confirmation analysis, date and time of standard(s) analysis, concentration of each standard, listing of all associated field, QC, and method blank samples, listing of target compounds, retention time windows of each target compound, and calibration factor for each target compound.

G. Resolution Summary (i.e., CLP Form VI Pest-4 or equivalent)

A summary form shall be submitted which will contain the following information: The instrument ID, the column used, the identification of the standard, the date and time of analysis, a list of the analytes included in the resolution standard, the retention time of each analyte, and the percent resolution.

#### H. Calibration Verification Summary (i.e., CLP Forms VII Pest-1 and -2 or equivalent)

Summary forms shall be submitted containing the following information: the column identification, the date of the associated initial calibration, the date and time of analysis and identity of the associated instrument blank, the date and time of analysis and the identity of the associated standard (PEM or Individual A and Individual B), a list of the analytes included in the standard, the retention times of the analytes, the retention time windows established in the initial calibration, the calculated amount (ng), the nominal amount (ng), the relative percent difference between the calculated and nominal amounts, the percent breakdown of 4,4'-DDT, endrin, and the combined breakdown (for the PEM standards).

#### I. Retention Time Shift Summary (i.e., CLP Form VIII-Pest or equivalent)

A summary form containing retention time shift results shall be submitted for both the primary and confirmation analyses. The form shall contain the following information: instrument ID number, GC column used and notation if primary or confirmation column analysis, name of retention time shift marker compound, list of all field samples, method blanks, and QC samples, date and time of analysis of all field samples, method blanks and QC samples, percent difference of the retention time shift, and QC limits for the retention time shift.

#### J. Pesticide Cleanup Checks (i.e., CLP Forms IX Pest-1 and -2 or equivalent)

When required by the analytical method, summary forms shall be submitted containing the following information: identification of the cleanup procedure (florisil cartridge lot number or GPC unit identification), date of analysis, identification of columns used, list of analytes verified in the cleanup procedure, concentration of spike for each analyte (ng), concentration recovered (ng) for each analyte, percent recovery, percent recovery QC limits, and a list of the associated samples including the field identification, the laboratory identification, and the date of analysis on each column.

### **III. GC Requirements**

The full laboratory data deliverables required for USEPA/CLP analyses are listed in the version of the Statement of Work in effect as of the date of sample analysis by the laboratory. Additionally, the following information is required: extraction logs, unabbreviated quantitation reports, copies of instrument run logs, percent moisture logs (when applicable), and weigh logs.

#### A. Single Component Analytes Identification Summary (i.e., CLP Form X Pest-1 or equivalent)

For all positively reported results, a summary form shall be submitted including the following information: the field identification of the sample, the dates analyzed, the ID of

the instruments used, the identification of the columns used, a list of the analytes detected, a notation of the column reported, the retention time of the analyte, the retention time window established in the associated initial calibration, the concentrations observed, and the percent difference between the results reported on the two columns.

**B. Chromatograms**

The primary analysis chromatograms and confirmation analysis chromatograms for all field samples and method blanks shall be submitted. All peaks on the chromatograms attributable to target and surrogate compounds shall be identified as such along with the retention time for each peak. The reference chromatogram for all multi-peak target compounds (e.g., toxaphene, PCBs, etc.) for both the primary and confirmation samples shall be submitted. If confirmation by GC/MS is required by the method, the information provided shall be consistent with that described in the GC/MS section of this SOW.

**C. Laboratory Control Sample Results Summary (i.e., Inorganic CLP Form VII or equivalent)**

When specified by the analytical method or performed by the laboratory as additional quality control, the results of the laboratory control (quality control) sample shall be submitted. The following information shall be reported: control sample matrix, list of all target analytes, the true concentrations for each analyte in the control sample, the reported concentration for each target analyte in the control sample, the percent recovery for each target analyte, and the QC limit for percent recovery for each target analyte.

**IV. Metals Requirements**

The full laboratory data deliverables required for USEPA/CLP analyses are listed in the version of the Statement of Work in effect as of the date of sample analysis by the laboratory. Additionally, the following information is required: digestion logs, copies of instrument run logs, percent solids logs (when applicable) and weigh logs.

**D. ICP Interference Check Sample Results Summary (i.e., CLP Form IV-IN or equivalent)**

If metals analysis is being conducted by ICP methodology, results of the interference check samples analyses shall be reported. The following information shall be reported: list of all target analytes in the interference check sample, the true concentration of analytes in the interference check sample, the reported concentrations of analytes found in the interference check sample for both the initial and final check samples analyses, the percent recovery of the target analytes found in the initial and final check samples analyses and the QC control limits for percent recovery values.

**E. Spike Sample Results Summary (i.e., CLP Form V-IN or equivalent)**

A summary of the spike sample analysis shall be submitted. The following information

shall be reported: ID number of the sample chosen for spiking, sample matrix, the concentration of each spiked target analyte, the results of the unspiked sample analysis, the results of the spiked sample analysis, the percent recovery for each spiked analyte, and the QC limit for percent recovery for each spiked analyte.

F. Duplicate Sample Results Summary (i.e., CLP Form VI-IN or equivalent)

A summary of the duplicate sample analysis shall be submitted. The following information shall be reported: ID number of the original sample and the duplicate sample, sample matrix, results of the original sample analysis, results of the duplicate sample analysis, the relative percent difference of each target analyte for the original and duplicate sample analyses, and the QC limit for relative percent difference for each target analyte.

G. Laboratory Control Sample Results Summary (i.e., CLP Form VII-IN or equivalent)

When specified by the analytical method, the results of the laboratory control (quality control) sample shall be submitted. The following information shall be reported: control sample matrix, list of all target analytes, the true concentrations for each analyte in the control sample, the reported concentration for each target analyte in the control sample, the percent recovery for each target analyte, and the QC limits for percent recovery for each target analyte for aqueous samples and concentration control limits for soil samples.

H. Method of Standard Additions Results Summary (i.e., CLP Form VIII-IN or equivalent)

If method of standard additions (MSA) is required by the analytical method, a summary form shall be submitted. The summary form shall include the following information: the field identification of the sample, the chemical symbol of the element, the measured value in absorbance units for the analyte before any addition is performed, the final concentration in ug/L of the analyte after the first addition to the sample analyzed by MSA, the measured value in absorbance units of the sample solution spiked with the first addition, the final concentration in ug/L of the analyte after the second addition to the sample analyzed by MSA, the measured value in absorbance units of the sample solution spiked with the second addition, the final concentration of the analyte after the third addition to the sample analyzed by MSA, the measure value in absorbance units of the sample solution spiked with the third addition, the final analyte concentration in ug/L in the sample as determined by MSA, and the correlation coefficient of each calibration.

I. Serial Dilution Summary (i.e., Form IX-IN or equivalent)

If required by the analytical method, a summary of the serial dilution results shall be submitted. The following information shall be reported: ID number of the original sample and the serial dilution samples, sample matrix, the concentration units, results of the original sample analysis, results of the serial dilution sample analysis, the percent difference of each target analyte compared to the original analyte results and the QC limit

for percent difference for each target analyte.

## **V. Conventional Chemistry**

In addition to the specifications of the Summary Report, the following information is required: preparation logs, copies of instrument run logs, percent solids logs (when appropriate), and weigh logs.

### **A. Laboratory Control Sample Results**

When specified by the analytical method, the results of the laboratory control (quality control) sample shall be submitted. The following information shall be reported: control sample matrix, list of all target analytes, the true concentrations for each analyte in the control sample, the reported concentration for each target analyte in the control sample, the percent recovery for each target analyte, and the QC limit for percent recovery for each target analyte.

### **B. Reagents and Apparatus**

Records of calibration for ovens, analytical balances, and other instrumentation must be provided. Certification of all reagents and/ or volumetric glassware used in an analysis must be documented.

## **VI. Petroleum Hydrocarbons**

In addition to the specifications of the Summary Report, the following information is required: extraction/preparation logs, copies of instrument run logs, percent moisture logs (when appropriate), and weigh logs.

### **A. Quantitation Reports**

Unabbreviated instrument quantitation reports shall be submitted for all field samples, QC samples, method blanks, and standards.

### **B. Standards Summary**

A summary form containing GC standards information for all associated samples shall be submitted for analyses. This summary shall contain the following information: instrument ID number, GC column used, date and time of standard(s) analysis, volume injected, listing of all associated field, QC, and method blank samples, identity of each analyte in the hydrocarbon standard and/or the identity of petroleum product standard(s), retention times of each analyte in the hydrocarbon standard (when applicable), retention times of the surrogates and internal standard (when applicable), retention times of pristine and phytane (when applicable), retention time windows for each surrogate (when applicable), response factors/relative response factors used for quantitation determinations, response factors/relative response factors of surrogates, and percent relative standard

deviations/percent differences of the surrogates.

C. Quality Control Check Standard Summary

If required by the analytical method, a summary form shall be submitted which contains the following information: identification of the sample, concentration of each spiked analyte/petroleum product, the results of the spiked sample analysis, the percent recovery for each spiked analyte/petroleum product, and the QC limits for percent recovery for each spiked analyte/petroleum product.

D. Chromatograms

Chromatograms for all field samples, QC samples, methods blanks, and standards shall be provided. All surrogate, internal standard (when applicable), pristane and phytane peaks on the chromatograms shall be identified along with the retention time for each peak either directly on the chromatogram or identified and cross-referenced in tabular form.

## EXHIBIT B - SAMPLE WORK ORDER COST ESTIMATE FORM

RFP No. 5401-08-01

SITE NAME

ADDRESS

ITEM	UNITS	QUANT.	RATE	DEPTH/ WELL	TOTAL
<b>TASK 1 - ALL APPROPRIATE INQUIRY</b>					
Labor Category	Hours				
Labor Category	Hours				
<b>TRAVEL</b>					
Labor Category	Hours				
Per Diem	Man Days				
Lodging	Man Days				
Mileage	Miles				
<b>TASK TOTAL</b>					
<b>TASK 2 - PHASE II OR RECAP ASSESSMENTS</b>					
Site Reconnaissance	Hours				
Sampling Work Plan	Hours				
Oversight of Coring, Soil Sample Collection, Oversight of Monitor Well Installation, Well Development and Well Sampling	Hours				
<b>TRAVEL</b>					
Labor Category	Hours				
Per Diem	Man Days				
Lodging	Man Days				
Mileage	Miles				
<b>TASK TOTAL</b>					
<b>TASK 3 - ANALYTICAL COST (SOIL AND GROUNDWATER)</b>					
<b>SOIL ANALYSIS</b>					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
<b>GROUNDWATER ANALYSIS</b>					
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
-	Analysis				
<b>GROUNDWATER AND SOIL WASTE PROFILE</b>					
<b>TCLP ANALYSIS</b>	Analysis				
<b>TASK TOTAL</b>					
<b>TASK 4 - DIRECT PUSH CORING</b>					
	Per Foot				
<b>TASK 5 - MONITORING WELLS</b>					
	Per Foot				
<b>TASK 6 - WASTE CHARACTERIZATION &amp; DISPOSAL</b>					
- Characterization	Per Parameter/Sample				
- Transportation	Loaded Mile				
- Disposal	Container				
<b>TASK TOTAL</b>					
<b>TASK 7 - REPORT</b>					
Report Name					
- Project Manager	Hours				
- Quality Assurance Manager	Hours				
- Scientist	Hours				
- CADD, word processing technician	Hours				
- Word Processing/clerical	Hours				
<b>TASK TOTAL</b>					
<b>TOTAL TO COMPLETE</b>					

Notes

**Exhibit C**  
**RECAP Metals and Cyanide**

<b><u>Parameter</u></b>	<b><u>Method</u></b>
Arsenic	6010
Barium	6010
Cadmium	6010
Chromium	6010
Chromium, hexavalent	7195
Cobalt	6010
Copper	6010
Cyanide	9012A
Lead	6010
Mercury	7470A/7471A
Selenium	6010
Silver	6010
Thallium	6010
Vanadium	6010
Zinc	6010

The cost for analysis for RECAP Metals and Cyanide shall include all preparation costs.